

ENTERED

July 26, 2021

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION****IN RE:****FIELDWOOD ENERGY LLC, *et al.*,
Debtors.**§
§
§
§
§**CASE NO: 20-33948****Jointly Administered
CHAPTER 11****ORDER FINDING THE FIELDWOOD GC 201 ORRI IS
NOT SUBJECT TO LLOG'S SECURITY INTEREST**

In 2009, pursuant to a Farmout Agreement with Shell Offshore, Inc. ("SOI") and Marathon Oil Co. ("Marathon"), Davis Offshore, LP ("Davis") and LLOG Energy, LLC ("LLOG") acquired the operating interest in the GC 201 Lease.¹ (ECF No. 1900 at 3). LLOG became the operator of GC 201, while Davis held a non-operating working interest. Davis's obligations to LLOG were allegedly² secured by liens that allegedly attached to after-acquired property. As part of the acquisition, Davis and LLOG conveyed an overriding royalty interest ("ORRI") in the GC 201 Lease to SOI and Marathon. (ECF No. 1603-6). Years later, Fieldwood Energy, LLC ("Fieldwood") acquired both Davis' non-operating working interest and SOI's ORRI in the GC 201 Lease. After Fieldwood filed for bankruptcy, LLOG objected to confirmation of Fieldwood's plan of reorganization, asserting a security interest in Fieldwood's ORRI. Because the after-acquired property clause did not apply to the ORRI, LLOG's lien does not attach to Fieldwood's ORRI in GC 201.

¹ The Farmout Agreement describes the GC 201 Lease as the "Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act between the United States of America, as Lessor, and BP Exploration Inc., as original Lessee, dated effective May 1, 1990, covering all of Block 201 Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres, insofar as and only insofar as to the northeast quarter (NE/4) of said Lease, covering those depths down to 17,000 feet true vertical depth subsea." (ECF No. 1603-5 at 31).

² There are multiple disputes regarding perfection and attachment of the lien. Because the Court holds that the after-acquired property clause is not enforceable against the ORRI, those disputes are moot.

a. Agreements Pre-Dating the GC 201 Lease Acquisition

Before acquiring their working interests in the GC 201 Lease, LLOG and Davis entered into an Offshore Operating Agreement (the “Original OOA”) concerning an offshore lease known as Green Canyon Block 157 (“GC 157”). As with GC 201, LLOG became the operator of GC 157, while Davis became a non-operating working interest holder.

Davis and LLOG entered into the Original OOA on December 12, 2002. (ECF No. 1900 at 2). Under the Original OOA, Davis was responsible for paying its proportionate share of certain production related costs. In order to secure Davis’ payment obligations, Davis granted LLOG a mortgage on Davis’ interests in the GC 157 Lease. Specifically, Davis granted LLOG a mortgage over “all of its rights, titles, and interests in and to (a) the Lease(s), (b) the oil and gas in, on, under and that may be produced from the lands covered by the Leases or included within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.” (ECF No. 1603-1 at 178). The mortgage secured “the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising pursuant to [the Original OOA].” ECF No. 1603-1 at 178).

In addition to the mortgage, Davis also granted LLOG "a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and the products thereof, *whether now existing or hereinafter acquired*," including "in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Lease[s] or the Contract Area or attributable to the Lease or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas . . . , (c) all cash and other proceeds from the sale of such oil and gas once produced, and (d) all platforms, wells, facilities, fixtures, other corporeal property" (ECF No.

1603-1 at 179 (emphasis added)). Because the lien attaches to interests “hereinafter acquired,” LLOG argues that its security interest attached to GC 201 after the parties acquired their interests in that lease.

Beyond creating a mortgage and security interest in favor of LLOG, the Original OOA also contemplated the creation of future overriding royalty interests. (ECF No. 1603-1 at 132-33). Section 19.1 of the Original OOA states that:

If any Party has previously created or hereafter creates any overriding royalty, production payment, carried or reversionary Working Interest, net profits interest or other type of burden on Hydrocarbon production in addition to the lessor’s royalty stipulated in the Lease(s) (an “Overriding Royalty”), the Party creating the Overriding Royalty shall assume and bear all obligations of the Overriding Royalty regardless of that Party’s participation status. The Party creating the Overriding Royalty shall indemnify and hold all other Parties harmless from any and all claims and demands for payment asserted by the owners of the Overriding Royalty and such Overriding Royalty shall be considered a Subsequently Created Interest. However, it is acknowledged and understood that prior to the execution of this agreement, the Parties have burdened the Lease with [the Davis Overriding Royalty Interest]. Such Davis Overriding Royalty Interest shall not be considered a Subsequently Created Interest under the terms of this agreement. The Participating Parties in any operation conducted pursuant to this Agreement shall assume and bear all obligations of such Davis Overriding Royalty Interest according to their elections to participate.

(ECF No. 1603-1 at 132). Section 19.1.1 goes on to state that:

Notwithstanding anything herein to the contrary, and excluding the Davis Overriding Royalty Interest, if subsequent to the execution of this Agreement, any Party should create an Overriding Royalty, such subsequently created Overriding Royalty shall be made specifically subject to all the terms and provisions of this Agreement and shall be subordinate to the rights of the other Parties to this Agreement.

(ECF No. 1603-1 at 133).

Relevant to today’s discussion, the Original OOA accomplished two objectives. First, it granted LLOG a mortgage and security interest in Davis’ “rights, titles, and interests,” as well as the “proceeds, and the products thereof,” in the GC 157 Lease. (ECF No. 1603-1 at 178-79). The security interest specifically attached to Davis’ after acquired property. Second, the Original OOA directed

that any subsequently created ORRI would be subject to the terms of the Original OOA and “subordinate to the rights” of the OOA parties. (ECF No. 1603-1 at 133).

b. LLOG and Davis Acquire the GC 201 Lease

In 2009, LLOG and Davis sought to acquire interests in the GC 201 Lease. LLOG and Davis entered into a Farmout Agreement, effective October 1, 2008, with SOI and Marathon. (ECF No. 1900 at 3). The Farmout Agreement granted LLOG and Davis the operating interest in the GC 201 Lease. (ECF No. 1900 at 3). The Original OOA remained in effect when LLOG and Davis entered the Farmout Agreement, and the Farmout Agreement expressly states that “[o]perations in the Contract Area shall be governed pursuant to the terms of the [Original OOA] between LLOG and Davis that covers all of Green Canyon Block 157.” (ECF No. 1603-6 at 7).

In conjunction with the Farmout Agreement, LLOG and Davis also executed an “Assignment and Conveyance of Overriding Royalty Interest” (the “ORRI Assignment”) with SOI and Marathon. (ECF No. 1603-6). Like the Farmout Agreement, the ORRI Assignment was effective as of October 1, 2008. (ECF No. 1603-6 at 1).

The ORRI Assignment conveyed to SOI and Marathon an ORRI in the GC 201 Lease “free and clear of all costs of exploring, operating, developing, producing, and maintaining the Contract Area in force and effect, abandoning the Contract Area and all costs of compressing, dehydrating, treating or otherwise rendering the production therefrom marketable, except the proportionate share of transportation charges downstream of the sales meter, severance and excise and other like taxes applicable to such interests.” (ECF No. 1603-6 at 2). Critically, the ORRI Assignment also stated that “[t]here are no further understandings, representations, warranties or obligations pertaining to the ORRIs and this Conveyance *supersedes and replaces any and all prior agreements, whether written or oral, between the parties.*” (ECF No. 1603-6 at 3 (emphasis added)).

By virtue of the Farmout Agreement and ORRI Assignment, the parties acquired the following relevant interests in the GC 201 Lease: 1) LLOG received an operating interest from SOI and Marathon; 2) Davis received a non-operating working interest from SOI and Marathon;³ 3) SOI received an ORRI from LLOG and Davis; and 4) Marathon received an ORRI from LLOG and Davis.

c. Fieldwood Acquires the Davis and SOI Interests in GC 201

On August 5, 2014, Fieldwood acquired Davis via an Equity Purchase Agreement. (ECF No. 1603-18). In a recorded conveyance, Davis then assigned to Fieldwood all of Davis' rights, titles, and interests in various leases, including the J. Bellis Field. (ECF No. 1826 at 9). The J. Bellis Field includes the GC 201 Lease. (ECF No. 1826 at 9).

After Fieldwood acquired Davis' interest in the GC 157 and GC 201 Leases, Fieldwood and LLOG entered into a "Ratification and First Amendment to Operating Agreement" (the "OOA Amendment"). (ECF No. 1603-2). Fieldwood and LLOG entered the OOA Amendment on December 16, 2014, and the OOA Amendment was effective as of December 12, 2002. (ECF No. 1603-2 at 1, 3). The OOA Amendment revised the OOA contract area to include the GC 201 Lease. (ECF No. 1603-2 at 2). Further, Fieldwood and LLOG agreed that the SOI/Marathon ORRI was "not to be considered a Subsequently Created Interest as described in Article 19.1." (ECF No. 1603-2 at 2).

Less than a year later, Fieldwood acquired the SOI ORRI in the GC 201 Lease. Pursuant to an "Overriding Royalty Assignment," effective January 1, 2015, SOI assigned to Fieldwood all of its rights, titles, and interests in the GC 201 ORRI. (ECF No. 1603-21 at 2, 6). Accordingly, since 2015,

³ The Farmout Agreement grants the operating interest in the GC 201 Lease to LLOG and Davis, but explicitly makes governance of the GC 201 Lease subject to the Original OOA. (ECF No. 1603-6 at 7). Thus, consistent with the Original OOA, LLOG became the operator of the GC 201 Lease and Davis acquired a non-operating working interest.

Fieldwood has owned both Davis' interests in the GC 157 and 201 Leases and the SOI ORRI in GC 201.

d. LLOG Asserts a Security Interest in the GC 201 ORRI

Fieldwood and certain of its affiliates filed voluntary cases under chapter 11 of the Bankruptcy Code on August 3, 2020. (ECF No. 1). The Court confirmed Fieldwood's plan of reorganization on June 25, 2021. (ECF No. 1751). Fieldwood's confirmed plan abandons the non-operating working interests in the GC 157 and 201 Leases. However, the plan assigns Fieldwood's GC 201 ORRI, acquired from SOI, to the Credit Bid Purchaser.

LLOG objected to this bifurcation of the GC 201 interests and asserted a secured claim in the GC 201 ORRI. LLOG filed a secured proof of claim in the total amount of \$15,479,579.87. (ECF No. 1900 at 10). The parties agreed to litigate the extent of LLOG's security interest following confirmation of the Fieldwood plan. The asserted LLOG claim consists of \$902,490.92 in unpaid joint interest billings, as well as "Fieldwood's proportional share of the future plugging and abandonment and decommissioning obligations associated with GC 201 and 157 totaling approximately \$14,577,088.95, secured up to the value of LLOG's collateral." (ECF No. 1900 at 10-11). The amount or validity of LLOG's proof of claim is not presently before the Court. The sole issue decided by this Order is whether LLOG's security interest burdens the GC 201 ORRI.

e. LLOG does not Possess a Security Interest in the GC 201 ORRI

The Original OOA forms the basis of LLOG's asserted security interest. The contract area in the Original OOA only covered the GC 157 Lease. LLOG's lien attached to all of Davis' interests, including after acquired interests, in the contract area.

When the parties entered the Farmout Agreement and ORRI Assignment, governance of the GC 201 Lease was made expressly subject to the Original ORRI. However, LLOG's lien did not

attach to Davis' interest in the GC 201 Lease at that time because the GC 201 Lease was not within the contract area of the Original OOA. Most importantly, Davis and LLOG agreed that the ORRI Assignment "supersedes and replaces any and all *prior agreements*, whether written or oral, between the parties." (ECF No. 1603-6 at 3).

The Original OOA was a "prior agreement" under the ORRI Assignment. The Original OOA was entered between Davis and LLOG. Both Davis and LLOG were parties to the ORRI Assignment. The Farmout Agreement was executed in conjunction with the ORRI Assignment. The Original OOA includes identical parties and covers subject matter related to the ORRI Assignment.

When Fieldwood acquired Davis, Fieldwood assumed the rights and obligations in the Original OOA. LLOG argues that once Fieldwood acquired the SOI ORRI, the "hereinafter acquired" language in the Original OOA caused LLOG's security interest to attach to the ORRI. LLOG is correct that after the parties amended to OOA to include the GC 201 Lease in the contract area, LLOG's security interest would attach to all of Fieldwood's interests (via Davis) in the contract area. However, LLOG's reading ignores the clear language of the ORRI Assignment. The ORRI Assignment stated that "[t]here are no further understandings, representations, warranties or obligations," and expressly superseded all "prior agreements" between the parties. Davis and LLOG conveyed the ORRI to SOI and Marathon free and clear of interests, including those formed under the Original ORRI. While the OOA amendment brought the GC 201 Lease into the defined contract area, the amendment did nothing to alter the language in the ORRI Assignment conveying the ORRI free of interests, including all prior agreements. Nor did the OOA amendment created any new security interests in favor of LLOG. The after-acquired property clause was a prior agreement between Davis and LLOG, and thus unenforceable against the ORRI.

SOI acquired the ORRI free of prior obligations. The unburdened ORRI provided value to SOI, as well as any subsequent purchasers. When Fieldwood purchased the ORRI from SOI, Fieldwood acquired the full, unburdened, ORRI. The interest that SOI conveyed to Fieldwood was not altered or lessened simply because Fieldwood separately acquired Davis' interest in the GC 201 Lease. The terms of the ORRI make clear that it was not subject to any pre-existing security interests. The amendment to the OOA did nothing to change that fact. LLOG's security interest under the OOA did not and does not attach to the ORRI.

The parties quibble about who is receiving an unexpected windfall from this ruling. Is it Fieldwood, whose rights in the ORRI are unimpaired by the after-acquired property clause, or it is LLOG who gets a windfall from the acquisition of after-acquired property? The Court is not concerned. The time for the parties to have been concerned about the consequences of their bargain was when they made the bargain. The Court will enforce the agreements as written. The after acquired clause does not burden the ORRI.

SIGNED 07/26/2021



Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas

In re:
Fieldwood Energy LLC
The Official Committee of Unsecured Cred
Debtors

Case No. 20-33948-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jul 26, 2021

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Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 28, 2021:

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db	+ Bandon Oil and Gas GP, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Bandon Oil and Gas, LP, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Dynamic Offshore Resources NS, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ FW GOM Pipeline, Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy SP LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Offshore LLC, 2000 W. Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
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db	+ Fieldwood SD Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ GOM Shelf LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Pipeline LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Processing LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
aty	+ Charles M Rush, 202 Magnate Drive, Lafayette, LA 70508-3830
aty	+ Clark Hill Strasburger, Attn: Duane J. Brescia, 720 Brazos, Suite 700, Austin, TX 78701-2531
aty	+ Darryl T. Landwehr, 935 Gravier Street, Suite 835, New Orleans, LA 70112-1727
aty	+ Emile Joseph, Jr., Allen & Gooch, P O Box 81129, Lafayette, LA 70598-1129
aty	+ Peter J. Segrist, Carver Darden et al, 1100 Poydras St., Ste 3100, New Orleans, LA 70163-1102
aty	+ Petro Amigos Supply, Inc., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
aty	+ Ralph J Kooy, 100 N LaSalle St, Suite #514, Chicago, IL 60602-3551
aty	+ Ronald Savoie, Jackson & Jackson, P.L.L.C., 111 Founders Drive, Suite 400, Baton Rouge, LA 70810-8959
aty	+ William S Piper, 100 N LaSalle St, Suite #514, Chicago, IL 60602-3551
cr	+ A2D TECHNOLOGIES, INC. D/B/A TGS GEOLOGICAL PRODUC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756
cr	+ Aker Solutions Inc., Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-4037
cr	+ All Aboard Development Corporation, 601 Poydras Street, Suite 1726, New Orleans, LA 70130-6039
cr	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701
cr	+ Anahuac Independent School District, c/o Owen M. Sonik, 1235 North Loop West, Houston, TX 77008-1758
cr	+ Ankor E&P Holdings Corporation, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
cr	+ Ankor Energy LLC, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
intp	+ Apache Corporation, Hunton Andrews Kurth LLP, Attn: Robin Russell, 600 Travis Street, Suite 4200 Houston, TX 77002-2929
cr	+ Archrock Services, LP, 16666 North Chase Dr., Houston, TX 77060-6014
cr	+ Aspen American Insurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629
intp	+ BP Exploration & Production Inc., c/o Shari L. Heyen, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, TX 77002-5001
cr	++ BROUSSARD BROTHERS INC, PO BOX 1740, ABBEVILLE LA 70511-1740 address filed with court:, Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US
cr	+ Bay City Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
cr	+ Bedrock Petroleum Consultants, LLC, c/o Bradley, Attn: James B. Bailey, 1819 Fifth Avenue North, Birmingham, AL 35203-2120
cr	+ Brian Cloyd, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
cr	+ C-Dive, L.L.C., c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102
cr	CETCO Energy Services Company, LLC, c/o Rudy Urban, Credit Manager, Cetco Energy Services., LLC, 635 Brake Ridge Court, Seymour, TN 37865

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 cr + Claboryan Lewis, Broussard & David, 557 Jefferson street, Lafayette, LA 70501-6905
 cr + Colorado County, c/o John T. Banks, 3301 Northland Drive, Ste. 505, Austin, TX 78731-4954
 cr + ConocoPhillips Company, c/o Locke Lord LLP, c/o Bradley C. Knapp, 601 Poydras Street, Suite 2660 New Orleans, LA 70130-6032
 cr + Core Industries, Inc., PO Box 350, Mobile, AL 36601-0350
 cr Cortex Business Solutions USA LLC, c/o Sprouse Law Firm, 901 Mopac Expressway South, Building 1, Suite 300 Austin, TX 78746
 cr + DLS, LLC, P.O. Box 309, Lydia, LA 70569-0309
 cr + DeepSea Quality Consulting, Inc., c/o Ben L. Aderholt, Coats Rose, P.C., 9 Greenway, Suite 1000 Houston, TX 77046-0900
 cr + Dickinson Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
 cr + Discovery Gas Transmission LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705
 cr + Diversified Well Logging, LLC, C/O Dore Rothberg McKay, PC, 17171 Park Row, Suite 160, Houston, TX 77084-4927
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 cr + EOG Resources, Inc., c/o Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton St., Ste 1000, Fort Worth, TX 76102-3727
 cr + EnVen Energy Ventures, LLC, 609 Main Street, Suite 3200, Houston, TX 77002-3276
 cr + Everest Reinsurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629
 cr + Expro Americas, L.L.C., c/o Dore' Rothberg McKay, P.C., Attn: Zachary S. McKay, 17171 Park Row, Suite 160, Houston, TX 77084-4927
 cr + Genesis Energy, L.P., 919 Milam, Ste. 2100, Houston, TX 77002-5417
 cr Gibson Applied Technology & Enginnering, 1630 Park Ten Place, Suite 206, Houston, TX 77084
 cr + Gulfstar One LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705
 intp + Helis Oil & Gas Company, LLC, c/o J. David Forsyth, 400 Poydras Street, Suite 2550, New Orleans, LA 70130-3292
 cr + Ignition Systems & Controls, Inc., c/o Todd Barron Thomason Hudman & Bebout, Attn: Rafael Rodriguez, 3800 E. 42nd Street, Suite 409, Odessa, TX 79762-5928
 cr + Irongate Rental Services, LLC, c/o Dore' Rothberg McKay, P.C., Attn: Zachary S. McKay, 17171 Park Row, Suite 160, Houston, TX 77084-4927
 cr + JX Nippon Oil Exploration (U.S.A.) Limited, c/o GIEGER, LABORDE & LAPEROUSE, L.L.C., 5151 SAN FELIPE, SUITE 750, Houston, TX 77056-3646
 intp + Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900
 cr + LLOG Exploration Company, LLC, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine, New Orleans, LA 70130-6171
 cr + Lewis Andrews, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
 cr + Lexon Insurance Company and Endurance American Ins, Harris Beach PLLC, c/o Lee E. Woodard, Esq., 333 West Washing St., Ste. 200, Syracuse, NY 13202-5202
 cr + Lexon Insurance Company, Ironshore Indemnity Inc., Harris Beach PLLC, c/o Lee E. Woodard, 333 West Washington Street, Suite 200 Syracuse, NY 13202-5202
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 cr + Louisiana Department of Revenue, Senior Bankruptcy Counsel, Litigation, 617 N. Third Street, Office 780, P O Box 4064 (Zip 70821-4064), Baton Rouge, LA 70802 UNITED STATES OF AMERICA 70821-4064
 cr + Macquarie Corporate and Asset Funding Inc., c/o John M. Castillo, 130 E Travis Street, Suite 350, San Antonio, TX 78205-1784
 cr + Magnum Mud Equipment Co., Inc., Post Office Box 4258, Houma, LA 70361, UNITED STATES 70361-4258
 cr + Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX 76102-3727
 cr + Martin Energy Services LLC, c/o Robert P. Franke, Clark Hill Strasburger, 901 Main St., Suite 6000, Dallas, TX 75202-3748
 cr + Marubeni Oil & Gas (USA) LLC, Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
 cr + McMoran Oil & Gas LLC, 1615 Poydras Street, Suite 600, New Orleans, LA 70112-1238
 cr + Merit Energy Company, Locke Lord Bissell & Liddell LLP, Attn: Philip Eisenberg, 600 Travis Street, Suite 3400 Houston, TX 77002-2926
 cr #+ Milorad Raicevic, 3701 Kirby Drive, Suite 1000, Houston, TX 77098-3928
 cr + Noble Energy, Inc., c/o Andrews Myers, PC, 1885 Saint James Place, 15th Floor, Houston, Tx 77056-4175
 cr + Patrick Burnett, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
 cr + Performance Energy Services, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705
 op + Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165-1446
 intp Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX 78711-2548
 cr + Red Willow Offshore, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832
 cr + Regis Southern, c/o Reese Baker, 950 Echo Lane Ste 300, Houston, TX 77024-2824
 cr + SBM Gulf Production LLC, c/o Ken Green, Snow Spence Green LLP, P O Box 549, Hockley, TX 77447-0549
 cr + Seitel Data, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
 cr + Sheldon Independent School District, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Suite 600, Houston, TX 77008-1772
 cr + Sheldon Independent School District, et al, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Ste 600, Houston, TX 77008-1772
 cr + Shell Offshore, Inc., 200 N. Dairy Ashford, Houston, TX 77079-1101
 cr + Shell Oil Company, c/o Sara M. Keith, 150 N. Dairy Ashford Rd., Building F, Houston, TX 77079-1128
 cr + Solar Turbines Incorporated, 100 N.E. Adams, Peoria, IL 61629-0001
 cr + Superior Performance, Inc., c/o S. Mayer Law, P.O. Box 6542, Houston, TX 77265, UNITED STATES 77265-6542

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intp + TC Oil Louisiana, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + TETRA Technologies, Inc., Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, c/o Zachary McKay, Houston, TX 77084-4927

cr + TGS AP Investments AS, c/o Andrew A Braun, Geiger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139-7756

cr + TGS-NOPEC Geophysical Company, c/o Andrew A Braun, Gieger, Laborde & Laperouse, LLC, Suite 4800, 701 Poydras St., New Orleans, LA 70139 US 70139-7756

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intp + Tana Exploration Company, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + Targa Liquids Marketing and Trade, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Targa Midstream Services, LLC, c/o Steven W. Soule, Hall Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Tetra Applied Technologies, Inc., c/o Zachary S. McKay, Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, Houston, TX 77084-4927

intp Texas General Land Office, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548

cr + Transcontinental Gas Pipe Line Company, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Trendsetter Engineering, Inc., 10430 Rodgers Road, Houston, TX 77070, UNITED STATES 77070-1642

cr + Trinity Bay Conservation District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Trunkline Field Services LLC, 1300 Main Street, Houston, TX 77002-6803

cr + U.S. Specialty Insurance Company, c/o Locke Lord LLP, ATTN: Philip Eisenberg, 600 Travis Street, Suite 2800, Houston, TX 77002-2914

cr Universal Equipment, Inc., c/o Christopher J. Piasecki, Davidson Meaux, Post Office Box 2908, Lafayette, La 70502-2908

cr + Valaris plc, Matthew D. Cavanaugh, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900

cr + Venice Energy Services Company, L.L.C., c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + WFS Liquids LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Walter Oil & Gas Corporation, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine New Orleans, LA 70130-6171

cr + West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803

cr + Westerngeco LLC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

cr + Williams Field Services-Gulf Coast Company LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Zurich American Insurance Company, c/o Duane Brescia, 720 Brazos Street, Suite 700, Austin, TX 78701-2531

TOTAL: 117

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Jul 26 2021 20:04:00	Aldine ISD, Legal Department, 2520 WWThorne Dr., Houston, TX 77073-3406
cr	+ Email/Text: SPECK@LAWLA.COM	Jul 26 2021 20:04:00	Atlantic Maritime Services, LLC, c/o Stewart F. Peck, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, UNITED STATES 70130-6041
cr	Email/Text: toriet@broussardbrothers.com	Jul 26 2021 20:03:00	Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2021 20:04:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, Tx 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Jul 26 2021 20:04:00	Deligans Valves, Inc., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2021 20:04:00	Galveston County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2021 20:04:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064

District/off: 0541-4

User: ADIuser

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Date Rcvd: Jul 26, 2021

Form ID: pdf002

Total Noticed: 129

cr	+ Email/Text: BKADDEN@LAWLA.COM	Jul 26 2021 20:04:00	Heartland Compression Services, L.L.C., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	+ Email/Text: bankruptcy@islandoperating.com	Jul 26 2021 20:04:00	Island Operating Company Inc, 770 S Post Oak Lane, Suite 400, Houston, TX 77056-6666
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2021 20:04:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jul 26 2021 20:04:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, Post Office Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: pwp@pattiprewittlaw.com	Jul 26 2021 20:04:00	Plains Gas Solutions, c/o Law Ofc Patricia Williams Prewitt, 10953 Vista Lake Ct., Navasota, TX 77868, UNITED STATES 77868-6981
cr	Email/Text: ar@supremeservices.com	Jul 26 2021 20:03:00	Supreme Service & Specialty Co. Inc., Attn: Freddy Bourgeois, 204 Industrial Ave. C, Houma, LA 70363

TOTAL: 13

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		2M Oilfield Group Inc.
cr		A-Port LLC
cr		AGGREKO, LLC
cr		AGI Industries Inc
cr		AGI Packaged Pump Systems
cr		Acadian Contractors, Inc
cr		Ad Hoc Group of Secured Lenders
cr		Anadarko E&P Company
cr		Anadarko Petroleum Corp.
cr		Anadarko U.S. Offshore LLC
cr		Archrock Partners Operating, LLC and Archrock Serv
cr		Aubrey Wild
cr		Berkley Insurance Company
cr		Burlington Resources Offshore
cr		CCG Services (U.S.) Inc.
cr		CGG Services (U.S.) Inc.
cr		CNOOC Petroleum Offshore U.S.A. Inc.
cr		CTD Legacy LLC
intp		Cantor Fitzgerald Securities, as DIP Agent
cr		Chevron U.S.A. Inc.
cr		Cortland Capital Market Services LLC
cr		Cox Oil, LLC, Cox Operating LLC, Energy XXI GOM, L
cr		Deep Sea Development Services, Inc., 19219 Katy Freeway, Suite 260, Houston, UNITED STATES
cr		Derrick Daniels
cr		Diamond Oil Field Supply Inc
cr		Diverse Safety & Scaffolding, LLC
intp		Ecopetrol America LLC
cr		Ecopetrol America LLC
cr		Edward C Stengel
cr		Edward Randall, Individually and as Representative
intp		Eni Petroleum US LLC
intp		Eni US Operating Co. Inc.
cr		Enterprise Gas Processing, LLC
cr		ExxonMobil Corporation
intp		Facilities Consulting Group, LLC

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Total Noticed: 129

cr	Florida Gas Transmission Company, LLC
cr	Florida Gas Transmission, LLC,
cr	Freeport-McMoRan Oil & Gas LLC
cr	Fugro USA Marine, Inc.
cr	George Canjar
cr	Goldman Sachs Bank USA
cr	HB Rentals, LC
cr	HCC International Insurance Company PLC
cr	HHE Energy Company
cr	Halliburton Energy Services, Inc.
cr	Hess Corporation
cr	Houston Energy Deepwater Ventures I
cr	Hunt Oil Company, Chieftain International (U.S.) L
cr	ITC Global, Inc.
cr	Infinity Valve & Supply LLC
cr	Intracoastal Liquid Mud, Inc., UNITED STATES
cr	Japex (U.S.) Corp.
cr	Jeffrey W Faw
cr	John A Sansbury, Jr
intp	Kilgore Marine
cr	LLOG Energy, L.L.C.
cr	LLOG Exploration Offshore, L.L.C.
cr	Lavaca County
cr	Liberty Mutual Insurance Company
cr	Linear Controls, Inc.
cr	Live Oak CAD
cr	Louisiana Safety Systems, Inc.
intp	Manta Ray Offshore Gathering Company, L.L.C.
cr	Mark Howard Gillespie
cr	Michael Howard Clark
cr	Moodys Investors Service, Inc.
cr	Multiklient Invest AS
cr	NOV Process & Flow Technologies US, Inc.
cr	National Oilwell Varco, L.P.
intp	Nautilus Pipeline Company, L.L.C.
cr	North American Specialty Insurance Company
cr	Oceaneering International Inc.
cr	Oil States Energy Services, LLC
cr	Partco, LLC
cr	Philadelphia Indemnity Insurance Company
cr	Process Piping Materials, Inc.
cr	R360 Environmental Solutions, LLC
intp	RLI Insurance Company
cr	Renaissance Offshore, LLC
cr	Republic Helicopters, Inc.
cr	Ridgewood Energy Corporation
cr	Rio Grande City CISD
crem	SLTL Ad Hoc Committee
cr	SM Energy Company
cr	Samson Contour Energy E & P, LLC
cr	Samson Offshore Mapleleaf, LLC
cr	Sea Robin Pipeline Company, LLC
cr	Shell GOM Pipeline Company, LLC
cr	Shell Pipeline, LLC
cr	Sirius America Insurance Company
cr	Sparrows Offshore, LLC
cr	Starr County
cr	State of Louisiana, Department of Natural Resource
cr	Stingray Pipeline Company, LLC
intp	Subsea 7 LLC
cr	Superior Energy Services, L.L.C.
cr	Talos Energy Inc.
cr	Talos Energy LLC

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Total Noticed: 129

cr		Texaco Inc.
cr		The Hanover Insurance Company
cr		The Louisiana Land & Exploration Company
ccrm		The Official Committee of Unsecured Creditors
cr		Toys O'Neil
cr		Travelers Casualty and Surety Company of America
cr		Trunkline Gas Company, LLC
cr		U.S. Department of the Interior
cr		Union Oil Company of California
cr		Unocal Pipeline Company
cr		Valero Marketing and Supply Company
cc		Valero Marketing and Supply Company
cr		W&T Energy VI, LLC
cr		W&T Offshore, Inc.
cr		Warrior Energy Services Corporation
cr		Welltec, Inc.
cr		Wild Well Control, Inc.
cr		Workstrings International, LLC
cr		XH LLC
cr		XL Specialty Insurance Co
cr		XL Systems, L.P.
cr		XTO Energy, Inc.
cr		XTO Offshore, Inc.
db	*+	Fieldwood Energy Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
cd	*+	Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623

TOTAL: 121 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 28, 2021

Signature: /s/Joseph Speetjens